



Built on Quality - Focused on Innovation

601 Nalle Place • Culpeper, VA 22701 • Phone (540) 825-8334

BINGHAM & TAYLOR CORP. LIMITED WARRANTY
Effective July 1, 2021

Subject to the terms and conditions of this Limited Warranty, Bingham & Taylor Corp. (“Bingham & Taylor”) warrants to the buyer that the Bingham & Taylor products listed below shall be free from defects in materials and workmanship, under normal conditions of use when sold as part of a Bingham & Taylor meter or valve access system.

Unless otherwise specified, this Limited Warranty for the applicable Bingham & Taylor products listed below shall begin on the date the product is sold to the buyer (“Commencement Date”) and will expire after the following number of years:

- (a) Fifty (50) years for Bingham & Taylor cast iron and plastic valve boxes, lids, extensions, and bases when all are sold and used in combination with other Bingham & Taylor components;
- (b) Five (5) years for Bingham & Taylor injection molded meter pits and meter lids when all are sold and used in combination with other Bingham & Taylor components;
- (c) One (1) year for Bingham & Taylor cast iron, plastic, and injection molded products when sold or used in combination with non-Bingham & Taylor components;
- (d) One (1) year for any other Bingham & Taylor product not covered in (a) – (c) above.

Exclusions from Limited Warranty:

This limited warranty applies **only** if the applicable Bingham & Taylor products identified above:

- (a) are selected, configured and sold by a certified reseller recognized by Bingham & Taylor;
- (b) remain in their originally sold location;
- (c) are used only for the purpose of providing access to underground utilities;
- (d) are not misused, tampered with, mishandled, neglected, or accidentally damaged;
- (e) are not modified or repaired without the prior written approval of Bingham & Taylor;
- (f) are sold and used in accordance with applicable laws, rules, regulations and code requirements.

Without limiting the foregoing exclusions, this limited warranty does not apply if the product failure or resulting damage is caused by:

- (a) faulty installation;
- (b) components not manufactured or sold by Bingham & Taylor;
- (c) external physical or chemical conditions;
- (d) any abnormal operating conditions; or
- (e) damages incurred through secondary construction activities, roadwork, repaving, or excavation.

This limited warranty is not transferable by the buyer of the applicable Bingham & Taylor product.



**Warranty Claim Process:**

If the buyer of a Bingham & Taylor product which is subject to the limited warranty desires to make a breach of warranty claim, the buyer must provide written notification describing the alleged failure or defect to Bingham & Taylor, Attn: Warranty Department, 601 Nalle Place, Culpeper, VA 22701, within thirty (30) days after detection of the alleged failure or defect occurring within the applicable warranty period. The failure to give such written notice during such time voids the limited warranty with respect to such claim. All products alleged to have failed or to be defective must be sent to Bingham & Taylor for inspection and testing for determination of the cause of the alleged failure or defect.

Exclusive Remedies:

If Bingham & Taylor determines that a product which is subject to the limited warranty has failed or is defective within the applicable warranty period, Bingham & Taylor's liability is limited, at the option of Bingham & Taylor, to: issuing a refund of the purchase price paid by the buyer for the defective product or to repairing or replacing the defective product. BINGHAM & TAYLOR SHALL NOT HAVE ANY RESPONSIBILITY FOR LOSSES, EXPENSES OR SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING FROM ANY FAILURE OR DEFECT IN ANY PRODUCT SUBJECT TO THE LIMITED WARRANTY.

Warranty Claim Dispute Process:

In the event claimant and Bingham & Taylor are unable to resolve a claim through informal means, the parties shall submit the dispute to the American Arbitration Association or its successor (the "Association") for arbitration under its Commercial Arbitration Rules, and any arbitration proceeding shall be conducted before a single arbitrator in Culpeper, Virginia.

NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR BINGHAM & TAYLOR CORP. SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER THE CLAIMANT NOR BINGHAM & TAYLOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION OR IN LITIGATION BY CLASS ACTION OR OTHERWISE.

Miscellaneous:

This limited warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of Bingham & Taylor's products shall be governed and construed under the laws of the State of Virginia. Bingham & Taylor sales representatives, distributors, and contracting professionals have no express or implied authority to bind Bingham & Taylor to any agreement or warranty of any kind without the prior written consent of Bingham & Taylor.

No Other Warranty

THIS LIMITED WARRANTY IS THE FULL EXTENT OF THE WARRANTY PROVIDED BY BINGHAM & TAYLOR. BINGHAM & TAYLOR HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.